



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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May 12, 2009

IN REPLY PLEASE

REFER TO FILE: PD-6

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
DELEGATE AUTHORITY TO ADOPT, ADVERTISE, AND AWARD
INFRASTRUCTURE ECONOMIC STIMULUS PROJECTS IN THE COUNTY OF
LOS ANGELES UNINCORPORATED AREAS; DELEGATE AUTHORITY TO ENTER
INTO ASSIGNMENT AND EXCHANGE AGREEMENTS WITH THE CITIES OF
AVALON AND BRADBURY; ENTER INTO AMENDMENT TO
AGREEMENT NO. 76107 WITH THE CITY OF INDUSTRY; ENTER INTO A
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM IMPLEMENTATION
AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION, AND DIRECT THE DIRECTOR OF PUBLIC WORKS TO
SUBMIT QUARTERLY REPORTS ON THE DELEGATED ACTIONS TAKEN TO
DELIVER THE INFRASTRUCTURE ECONOMIC STIMULUS PROJECTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

These actions are to carry out accelerated delivery of road, highway, and bike trail infrastructure economic stimulus projects funded by the American Recovery and Reinvestment Act of 2009 including delegation of authority to the Director of Public Works/Road Commissioner or her designee to adopt plans and specifications, advertise for bids, award construction contracts, and enter into agreements.

Enter into financial agreements with the Cities of Avalon and Bradbury providing for the Cities of Avalon and Bradbury to assign \$500,000 of their American Recovery and Reinvestment Act of 2009 funds in exchange for an equivalent amount of the County of Los Angeles' future Measure R funds.

Enter into an amendment to Agreement No. 76107 with the City of Industry providing for the City of Industry to assign \$500,000 of its American Recovery and Reinvestment Act of 2009 funds in exchange for an equivalent amount of credit towards the City of Industry's share of the future City of Industry–County of Los Angeles cooperative Clark Avenue road improvement project.

Enter into a Disadvantaged Business Enterprise Program Implementation Agreement with the State of California Department of Transportation, which requires the County of Los Angeles to conform to State and Federal requirements for administering Disadvantaged Business Enterprise program requirements on United States Department of Transportation-assisted contracts including those funded under the American Recovery and Reinvestment Act of 2009.

Direct the Director of Public Works to submit quarterly reports to your Board on the delegated actions taken to deliver the road, highway, and bike trail infrastructure economic stimulus projects.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the following infrastructure economic stimulus projects under the American Recovery and Reinvestment Act of 2009 are exempt from the California Environmental Quality Act: Angeles Forest Highway, et al.; Gorman Post Road, et al.; Avenue G, et al.; Avenue N, et al.; Los Angeles River Bike Trail, et al.; Traffic Signal Upgrade at Whittier Boulevard, et al.; Traffic Signal LED Indication and Mast Arm Street Name Sign Upgrade - Phase 1; Traffic Signal LED Indication and Mast Arm Street Name Sign Upgrade - Phase 2; Reis Street, et al.; Emerald Necklace Rehabilitation; Mulholland Highway, et al.; Firestone Boulevard, et al.; Colima Road, et al.; El Segundo Boulevard, et al.; 120th Street, et al.; Crenshaw Boulevard, et al.; Graves Avenue, et al.; Washington Boulevard, et al.; and Rosemead Boulevard - Foothill Boulevard to 566 feet south of Ardendale Avenue, et al.
2. Delegate to the Director of Public Works/Road Commissioner or her designee the authority to adopt plans and specifications and advertise for competitive bidding for road, highway, and bike trail infrastructure economic stimulus projects listed in Recommendation No. 1, under the American Recovery and Reinvestment Act of 2009 with an estimated contract construction cost between \$33,836,900 and \$39,476,200.
3. Find that the following additional infrastructure economic stimulus projects under the American Recovery and Reinvestment Act of 2009, to be undertaken if

additional funding under this Act is made available to the County of Los Angeles, are exempt from the California Environmental Quality Act: Whittier Boulevard - Indiana Street to Via Clemente, et al.; 7th Avenue - Palm Avenue to Clark Avenue, et al.; Fort Tejon Road - 82nd Street East to Pallett Creek Road; Soledad Canyon Road - Shadow Pines Boulevard to Bootlegger Canyon Road, et al.; Street Name Sign Upgrade Project; Operation/Maintenance of Intelligent Transportation Systems Project; Avenue J, et al.; Avenue I, et al.; Lancaster Road, et al.; Elizabeth Lake Road - 2453 feet west of Munz Ranch Road to Bouquet Canyon Road; Pathfinder Road - 1,300 feet east of Fullerton Road to Alexdale Lane; and Valyermo Road over Pallett Creek, et al.

4. Delegate to the Director of Public Works/Road Commissioner or her designee the authority to adopt plans and specifications and advertise for competitive bidding the additional road and highway infrastructure economic stimulus projects listed in Recommendation No. 3, should additional funding become available to the County of Los Angeles under the American Recovery and Reinvestment Act of 2009. These additional projects have an estimated contract construction cost between \$16,961,300 and \$19,788,000.
5. Upon receiving notification from the Director of Public Works/Road Commissioner or her designee, that plans and specifications for a road, highway, and bike trail infrastructure economic stimulus project under the American Recovery and Reinvestment Act of 2009 has been adopted by the Director of Public Works/Road Commissioner or her designee, instruct the Executive Officer of your Board to advertise the project for competitive bidding and seal and return the plans and specifications to the County of Los Angeles Department of Public Works for filing.
6. Authorize the Director of Public Works/Road Commissioner or her designee to award and execute construction contracts with the lowest responsive and responsible bidder, so long as the bid amount does not exceed the estimated cost range for road, highway, and bike trail infrastructure economic stimulus projects under the American Recovery and Reinvestment Act of 2009, subject to the requirements of 49 Code of Federal Regulations 18.26; approve the Faithful Performance and Labor and Material Bonds submitted by each contractor; and take all other actions necessary and appropriate to fully deliver such projects.
7. Authorize the Chief Executive Officer to permit the Director of Public Works/Road Commissioner or her designee to award and execute contracts for road, highway, and bike trail infrastructure economic stimulus projects under the American Recovery and Reinvestment Act of 2009 that exceed the estimated

cost range if the Chief Executive Officer finds that additional and appropriate funds have been identified and deems it to be in the best interest of the County of Los Angeles.

8. Delegate to the Director of Public Works/Road Commissioner or her designee authority in connection with the contracts for road, highway, and bike trail infrastructure economic stimulus projects under the American Recovery and Reinvestment Act of 2009 to: (1) approve and execute change orders within the same monetary limits delegated to the Director of Public Works under Section 2.18.050 of the Los Angeles County Code relative to the construction of County buildings (these same monetary change order limits are provided for under Public Contract Code Section 20395 (d) relative to road and highway projects), (2) allow substitution of subcontractors and relief of bidders upon demonstration of the grounds set forth in Public Contract Code Sections 4100 and 5100, et seq., (3) accept the project upon its final completion, and (4) release retention money withheld consistent with the requirements of Public Contract Code Section 9203.
9. Delegate authority to the Director of Public Works/Road Commissioner or her designee to enter into a financial agreement with the City of Avalon providing for the City of Avalon to assign \$500,000 of its American Recovery and Reinvestment Act of 2009 funds in exchange for an equivalent amount of the County of Los Angeles' future Measure R funds.
10. Delegate authority to the Director of Public Works/Road Commissioner or her designee to enter into a financial agreement with the City of Bradbury providing for the City of Bradbury to assign \$500,000 of its American Recovery and Reinvestment Act of 2009 funds in exchange for an equivalent amount of the County of Los Angeles' future Measure R funds.
11. Delegate authority to the Director of Public Works/Road Commissioner or her designee to enter into an amendment to Agreement No. 76107 with the City of Industry providing for the City of Industry to assign \$500,000 of its American Recovery and Reinvestment Act of 2009 funds in exchange for an equivalent amount of credit towards the City of Industry's share of the future City of Industry-County of Los Angeles cooperative Clark Avenue road improvement project.
12. Delegate to the Director of Public Works/Road Commissioner or her designee the authority to sign a Disadvantaged Business Enterprise Program Implementation Agreement with the State of California Department of Transportation, which requires the County of Los Angeles to conform to State

and Federal requirements for administering Disadvantaged Business Enterprise Program requirements on United States Department of Transportation assisted contracts including those funded under the American Recovery and Reinvestment Act of 2009.

13. Direct the Director of Public Works to submit quarterly reports to your Board on the delegated actions taken to deliver the road, highway, and bike trail infrastructure economic stimulus projects.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of Recommendation Nos. 1 through 8 are to accelerate the delivery of road, highway, and bike trail improvement projects as part of the nationwide initiative to stimulate the economy and provide jobs as defined in the American Recovery and Reinvestment Act of 2009 (ARRA 2009). The projects include pavement resurfacing; installation of traffic signals, striping and pavement markings, and illuminated street name signs; and the performance of other appurtenant work (Attachments I and II).

Section 20395 of the Public Contract Code allows your Board the ability to delegate authority to the Director of Public Works/Road Commissioner (Director) or her designee to carry out all aspects of County road and highway work consistent with the recommendations contained herein. Granting this authority to the Director or her designee will accelerate delivery of road and highway improvement projects under the ARRA 2009 and will help to maximize the amount of Federal funds available to improve road, highway, and bike trail infrastructure within the County of Los Angeles (County).

The ARRA 2009 funds will be made available to County based on actual project expenses. County will apply for reimbursement of project expenses from Federal Highway Administration (FHWA) through State of California Department of Transportation (Caltrans) as expenses are incurred.

The purpose of Recommendation Nos. 9 and 10 are for your Board to delegate authority to the Director or her designee to enter into financial agreements (Attachments III and IV) with the Cities of Avalon and Bradbury, providing for the assignment of \$500,000 of the Cities of Avalon's and Bradbury's ARRA 2009 funds in exchange for an equivalent amount of the County's future Measure R funds in 2010 or when these funds are made available to the County by the Los Angeles County Metropolitan Transportation Authority (Metro).

The purpose of Recommendation No. 11 is for your Board to delegate authority to the Director or her designee to enter into an amendment to Agreement No. 76107

(Attachment V) with the City of Industry providing for the assignment of \$500,000 of the City of Industry's ARRA 2009 funds in exchange for an equivalent amount of credit towards the City of Industry's share of the future City of Industry–County cooperative Clark Avenue road improvement project.

Metro has established procedures that permit the transfer of ARRA 2009 funds between public agencies. The assignment of these funds is mutually beneficial to and in the general interest of the Cities of Avalon, Bradbury, and Industry, and the County.

The purpose of Recommendation No. 12 is for your Board to delegate authority to the Director or her designee to sign a Disadvantaged Business Enterprise (DBE) Program Implementation Agreement (Attachment VI) with Caltrans. The execution of the DBE Program Implementation Agreement is required for the County to receive funding from the United States Department of Transportation for transportation projects including those funded under the ARRA 2009.

The purpose of Recommendation No. 13 is for the Director of Public Works to submit quarterly reports to your Board on the delegated actions taken to deliver the road, highway, and bike trail infrastructure economic stimulus projects.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The recommended actions will help meet these goals by accelerating the delivery of road, highway, and bike trail improvement projects in compliance with the strict project delivery and eligibility requirements of ARRA 2009 for the construction of infrastructure economic stimulus projects, which will benefit our communities and the traveling public and improve their quality of life.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total estimated contract costs to complete the infrastructure economic stimulus projects are between \$33,836,900 and \$39,476,200. The total estimated construction costs, including the costs of engineering, inspection, and contract administration by Public Works and contract contingency, range from \$41,541,025 to \$47,180,325. The cost of the preliminary engineering work, which has been completed, was financed by the Road and Proposition C Local Return Funds in Fiscal Year 2008-09 and prior fiscal years.

The total estimated contract cost to complete the additional infrastructure economic stimulus projects is between \$16,961,300 and \$19,788,000.

The construction cost of the initial ARRA projects will be financed with \$31,873,662 of Regional Surface Transportation Program funds, \$12,000,000 of Federal Aid Secondary funds, and \$748,746 of Transportation Enhancement Activities funds from ARRA 2009 allocated to the County by Metro; and \$1,500,000 of ARRA 2009 funds assigned from the Cities of Avalon, Bradbury, and Industry, totaling \$46,122,408. The ARRA 2009 funds are being made available to Metro in accordance with Assembly Bill 3X20, which allocated specific amounts to the metropolitan planning agencies and regional planning agencies throughout the State. The Metro Board of Directors further sub-allocated \$44,622,408 of these funds to the County by formula. This amount combined with the \$1,500,000 exchanged with the cities totals \$46,122,408. If the construction cost of the ARRA projects exceeds \$46,122,408, County Road funds will be made available to cover the excess on a project-by-project basis. The necessary funds to cover the construction cost of the projects and exchange of funds with the cities will be included in the Fiscal Years 2008-09, 2009-10, 2010-11, and 2011-12 Road Fund Budgets.

The additional infrastructure economic stimulus projects will be undertaken only if additional funding under ARRA 2009 is made available to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Delegating to the Director or her designee the authority to award, execute, and approve changes or alterations to these contracts and specified administrative authority will allow an accelerated contracting process for delivery of road, highway, and bike trail improvement projects under the ARRA 2009, and will help to maximize the amount of Federal funds available to improve road, highway, and bike trail infrastructure within the County.

Each project has an anticipated bid cost range. The authority delegated in Recommendation No. 6 will allow the Director or her designee to award contracts within each projects respective bid range as noted in Attachments I and II. In the event that the lowest responsive bid exceeds the bid range, Recommendation No. 7 will allow the project to be awarded if it is deemed to be appropriate and in the County's best interest by the Chief Executive Officer (CEO). Prior to any out-of-range award, the Director or her designee will notify the CEO and the affected Board offices of the intended funding source to finance the cost increase. The CEO will evaluate the funding and decide if the project should be awarded or have the matter brought before your Board for consideration.

The specifications for each project will contain provisions requiring each contractor to comply with terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contact Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The State Public Contract Code requires the County to award construction contracts to the lowest responsive and responsible bidder, which means that the firm: (1) submits the bid with the lowest cost; (2) is deemed by the County to be responsive to specific criteria under the solicitation including, but not limited to, licensure, bonding, and insurance requirements; and (3) is determined by the County to be a responsible bidder by exhibiting the capability, capacity, experience, trustworthiness, and financial wherewithal to perform the work required under the bid solicitation. However, because the projects are partially Federally funded, the bids will not be subject to the County Local Small Business Enterprise preference.

To ensure that each contract is awarded to the lowest responsible contractor with a satisfactory history of performance, all bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractors will be considered before making a recommendation to award. Each set of project plans and specifications include the contractual provisions, methods, and material requirements necessary for each project and will be kept on file with the Department of Public Works.

The attached financial agreements (Attachments III and IV) provide for the Cities of Avalon and Bradbury to assign \$500,000 of their ARRA 2009 funds to the County in exchange for an equivalent amount of the County's future Measure R funds. The financial agreements with the Cities of Avalon and Bradbury have been reviewed and approved as to form by County Counsel and will be executed in substantially similar form as to the attached.

The amendment to Agreement No. 76107 (Attachment V) is to provide for the City of Industry to assign \$500,000 of their ARRA 2009 funds to the County in exchange for an equivalent amount of credit towards the City of Industry's share of the future City of Industry-County of Los Angeles cooperative Clark Avenue road improvement project. This amendment has been reviewed and approved as to form by County Counsel and will be executed in substantially similar form as to the attached.

On December 19, 2000, your Board approved a DBE Program for FHWA Assisted Contracts. At the time of your Board's approval, each City and County within the State was required by Caltrans to have its own DBE program in order to receive funds from the FHWA. In May 2006, as a result of a 9th Circuit Court of Appeals decision, Caltrans implemented a race-neutral DBE Program and required each City and County to follow Caltrans' race-neutral DBE Program. Since that time, Caltrans has completed a state-wide disparity study. Based on the findings of this study, Caltrans determined that its DBE Program will return to a race-conscious program. Under this program, project-specific goals will be set for each contract based on the work to be performed, the availability of DBE contractors, and subcontracting opportunities. In order to be eligible for award of each contract, bidders must meet this goal or demonstrate a good faith effort to do so. Approval of the DBE Program Implementation Agreement is required for the County to receive FHWA funds for contracts awarded after June 2, 2009, including those to be funded under the ARRA 2009. The DBE Program Implementation Agreement will be executed in substantially similar form as to Attachment VI, which will be reviewed and approved as to form by County Counsel.

The Director of Public Works will submit quarterly reports to your Board on the delegated actions taken to deliver the road, highway, and bike trail infrastructure economic stimulus projects.

ENVIRONMENTAL DOCUMENTATION

These projects are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines, Section 21080.16 of the Public Resources Code; and the following sections of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Class 1(f), Class 1(x), Subsections 2, 4, 5, 11, 14, and 22, and Class 1(s). These exemptions provide for the maintenance or minor alteration of existing facilities including bike trails, resurfacing roadway pavement, traffic signal systems, bridge structures, roadway facilities, street signs, and installation of new traffic signal systems.

CONTRACTING PROCESS

Each project will be contracted on an open competitive bid basis. Each contract will be awarded to the lowest responsible bidder meeting the criteria established by your Board, the California Public Contract Code, and applicable Federal Regulations. To increase contractor awareness of our program to contract work out to the private sector, all projects will be listed on the County website for upcoming bids.

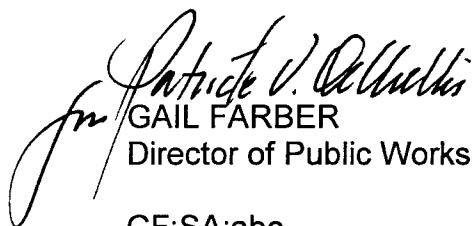
IMPACT ON CURRENT SERVICES (OR PROJECTS)

When the projects are completed, they will have a positive impact by providing improved roads, highways, traffic signals, striping and pavement markings, illuminated street name signage, and bike trail facilities for the traveling public; thereby benefiting the community. The projects will also increase employment opportunities throughout the County.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Programs Development Division and to the Chief Executive Officer. After final approval by the Director or her designee, the fully executed original of the financial agreements will be provided for your files.

Respectfully submitted,


GAIL FARBER
Director of Public Works

GF:SA:abc

Attachments (6)

c: Chief Executive Office (Lari Sheehan)
County Counsel
Office of Affirmative Action Compliance

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
INFRASTRUCTURE ECONOMIC STIMULUS PROJECTS**

ATTACHMENT I

Project	Supervisory District	Estimated Range of Contract
ANGELES FOREST HIGHWAY, ET AL.	5	\$1,764,200 - \$2,058,200
GORMAN POST ROAD, ET AL.	5	\$1,723,000- \$2,010,100
AVENUE G, ET AL .	5	\$2,811,900 - \$3,280,600
AVENUE N, ET AL.	5	\$2,238,700 - \$2,611,800
LOS ANGELES RIVER BIKE TRAIL, ET AL.	1,2,4	\$771,200 - \$899,700
TRAFFIC SIGNAL UPGRADE AT WHITTIER BOULEVARD, ET AL.	1,4	\$198,100 - \$231,200
TRAFFIC SIGNAL LED INDICATION AND MAST ARM STREET NAME SIGN UPGRADE - Phase 1	1,2,4	\$2,500,200 - \$2,916,900
TRAFFIC SIGNAL LED INDICATION AND MAST ARM STREET NAME SIGN UPGRADE - Phase 2	1,4,5	\$2,532,600 - \$2,954,700
REIS STREET, ET AL.	4,5	\$186,300 - \$217,300
EMERALD NECKLACE REHABILITATION	1,4,5	\$1,720,600 - \$2,007,400
MULHOLLAND HIGHWAY, ET AL.	3	\$4,548,000- \$5,306,000
FIRESTONE BOULEVARD, ET AL.	1,2	\$1,366,000 - \$1,593,700
COLIMA ROAD, ET AL.	1,4	\$2,134,700 - \$2,490,500
EL SEGUNDO BOULEVARD, ET AL.	2	\$558,300 - \$651,300
120TH STREET, ET AL.	2	\$100,600 - \$117,300
CRENSHAW BOULEVARD, ET AL.	2	\$533,200 - \$622,100
GRAVES AVENUE, ET AL.	1,5	\$429,200 - \$500,700
WASHINGTON BOULEVARD, ET AL.	1,4	\$313,400 - \$365,600
ROSEMEAD BOULEVARD - FOOTHILL BOULEVARD TO 566 FEET SOUTH OF ARDENDALE AVENUE, ET AL.	5	\$7,406,700 - \$8,641,100
		<u>\$33,836,900 - \$39,476,200</u>

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
ADDITIONAL INFRASTRUCTURE ECONOMIC STIMULUS PROJECTS**

ATTACHMENT II

Project	Supervisory District	Estimated Range of Contract
WHITTIER BOULEVARD - INDIANA STREET TO VIA CLEMENTE, ET AL.	1	\$1,256,700 - \$1,466,200
7TH AVENUE - PALM AVENUE TO CLARK AVENUE, ET AL.	4	\$175,500 - \$204,700
FORT TEJON ROAD - 82ND STREET EAST TO PALLETT CREEK ROAD	5	\$2,046,600 - \$2,387,700
SOLEDAD CANYON ROAD - SHADOW PINES BOULEVARD TO BOOTLEGGER CANYON ROAD, ET AL.	5	\$516,600 - \$602,700
STREET NAME SIGN UPGRADE	All	\$720,000 - \$840,000
OPERATION/MAINTENANCE OF ITS PROJECT	All	\$1,350,000 - \$1,575,000
AVENUE J, ET AL.	5	\$2,719,500 - \$3,172,700
AVENUE I, ET AL.	5	\$2,039,700 - \$2,379,600
LANCASTER ROAD, ET AL.	5	\$1,363,700 - \$1,591,000
ELIZABETH LAKE ROAD - 2453 FEET WEST OF MUNZ RANCH ROAD TO BOUQUET CANYON ROAD	5	\$1,989,600 - \$2,321,200
PATHFINDER ROAD - 1300 FEET EAST OF FULLERTON ROAD TO ALEXDALE LANE	4	\$1,296,600 - \$1,512,700
VALYERMO ROAD OVER PALLETT CREEK, ET AL.	5	\$1,486,800 - \$1,734,500
		<u>\$16,961,300 - \$19,788,000</u>

A G R E E M E N T A N D A S S I G N M E N T

THIS AGREEMENT AND ASSIGNMENT, made and entered into by and between the CITY OF AVALON, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, CITY desires to assign it's American Recovery and Reinvestment Act of 2009 (ARRA 2009) funds in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to COUNTY in exchange for an equal amount of COUNTY future Measure R funds when available in 2010; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (METRO) has procedures that permit the assignment of ARRA 2009 funds for future Measure R funds between public agencies; and

WHEREAS, such an assignment and exchange of funds is beneficial to and in the general interest of CITY and COUNTY.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To assign to COUNTY it's ARRA 2009 funds in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00). Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by CITY.
- b. To accept COUNTY'S payment of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in COUNTY Measure R funds in 2010 or when these funds are made available to COUNTY by METRO.

(2) COUNTY AGREES:

- a. To accept CITY'S assignment of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in ARRA 2009 funds.
- b. To pay CITY Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in COUNTY Measure R funds in 2010 or when these funds are made available to COUNTY by METRO.

[illegible]

- CITY: Mr. Pastor Lopez
Director of Public Works
City of Avalon
P.O. Box 707
Avalon, CA 90704

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- c. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32369 between the CITY and the COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect are inapplicable to this AGREEMENT AND ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized, by the CITY OF AVALON on April 2nd, 2009, and by the COUNTY OF LOS ANGELES on _____, 2009.

COUNTY OF LOS ANGELES

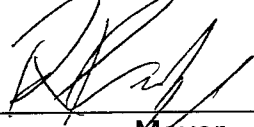
By _____
Director of Public Works

APPROVED AS TO FORM:

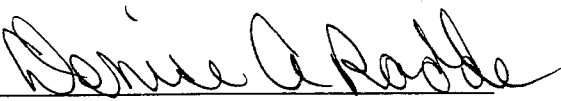
ROBERT E. KALUNIAN
Acting County Counsel

By 
Deputy

CITY OF AVALON

By 
Mayor

ATTEST:

By 
City Clerk

APPROVED AS TO FORM:

By 
City Attorney

AGREEMENT AND ASSIGNMENT

THIS AGREEMENT AND ASSIGNMENT, made and entered into by and between the CITY OF BRADBURY a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY desires to assign its American Recovery and Reinvestment Act of 2009 (ARRA 2009) funds in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to COUNTY in exchange for an equal amount of COUNTY future Measure R funds in 2010; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (METRO) has procedures that permit the assignment of ARRA 2009 funds for future Measure R funds between public agencies; and

WHEREAS, such an assignment and exchange of funds is beneficial to and in the general interest of CITY and COUNTY.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To assign to COUNTY its ARRA 2009 funds in the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00). Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by CITY.
- b. To accept COUNTY'S payment of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in COUNTY Measure R funds in 2010 or when these funds are made available to COUNTY by METRO.

(2) COUNTY AGREES:

- a. To accept CITY'S assignment of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in ARRA 2009 funds.
- b. To pay CITY Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in COUNTY Measure R funds in 2010 or when these funds are made available to COUNTY by METRO.

[illegible]

- CITY:** Ms. Michelle Keith
City Manager
City of Bradbury
600 Winston Avenue
Bradbury, CA 91008

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- c. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32370 between the CITY and the COUNTY, adopted by the COUNTY Board of Supervisors on December 27, 1977, and currently in effect are inapplicable to this AGREEMENT AND ASSIGNMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized, by the CITY OF BRADBURY on _____, 2009, and by the COUNTY OF LOS ANGELES on _____, 2009.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

CITY OF BRADBURY

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

A M E N D M E N T T O A G R E E M E N T N O. 7 6 1 0 7

THIS AMENDMENT TO AGREEMENT NO. 76107 (hereinafter referred to as AMENDMENT), made and entered into by and between the CITY OF INDUSTRY, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY):

W I T N E S S E T H

WHEREAS, CITY and COUNTY have heretofore executed CITY-COUNTY Agreement No. 76107, dated May 29, 2007, (hereinafter referred to as AGREEMENT), regarding a cooperative project to resurface and reconstruct the deteriorated roadway pavement on Clark Avenue from 6th Avenue to Turnbull Canyon Road, previously and hereinafter referred to as PROJECT; and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, under the terms of AGREEMENT, COUNTY is to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, under the terms of AGREEMENT, CITY and COUNTY are to finance their respective shares of COST OF PROJECT; and

WHEREAS, COST OF PROJECT is currently estimated to be Two Million Four Hundred Forty-one Thousand and 00/100 Dollars (\$2,441,000.00) with CITY'S share being Nine Hundred Six Thousand and 00/100 Dollars (\$906,000.00) and COUNTY'S share being One Million Five Hundred Thirty-five Thousand and 00/100 Dollars (\$1,535,000.00); and

WHEREAS, CITY has been allocated Five Hundred Thousand and 00/100 Dollars (\$500,000.00) of American Recovery and Reinvestment Act of 2009 (hereinafter referred to as ARRA 2009) funds; and

WHEREAS, CITY desires to assign its ARRA 2009 funds to COUNTY as credit towards CITY'S share of PROJECT; and

WHEREAS, COUNTY will use CITY'S ARRA 2009 funds to fund an ARRA eligible project; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (METRO) has procedures in effect that permit the transfer of ARRA 2009 funds between public agencies; and

WHEREAS, such an assignment of funds is beneficial to and in the general interest of CITY and COUNTY.

NOW, THEREFORE, in accordance with Section (4), Item i., of AGREEMENT, CITY and COUNTY mutually agree to amend AGREEMENT as follows:

Section (2), the following new paragraph i., is inserted;

(2) CITY AGREES:

- i. To assign to COUNTY a fixed sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) of CITY'S ARRA 2009 funds. Such assignment shall be effective upon full execution of this AMENDMENT with no further action required by CITY, and shall be considered as additional deposit for CITY'S share of COST OF PROJECT.

Section (3), the following new paragraphs g., and h., are inserted;

(3) COUNTY AGREES:

- g. To accept CITY'S assignment of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in ARRA 2009 funds.
- h. To provide Five Hundred Thousand and 00/100 Dollars (\$500,000.00) of COUNTY funds as additional deposit to be credited towards CITY'S financial share of COST OF PROJECT.

Section (4), paragraph j., is revised and the following new paragraph o., is inserted below;

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. John Ballas
Director of Public Works
City of Industry
P.O. Box 3366
Industry, CA 91744-3995

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- o. COUNTY will utilize CITY'S Five Hundred Thousand and 00/100 Dollars (\$500,000.00) ARRA 2009 funds towards a COUNTY project that is eligible to be funded with ARRA 2009 funding.

In all other respects, the provisions of AGREEMENT shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed by their respective officers, duly authorized, by the CITY OF INDUSTRY on _____, 2009, and by the COUNTY OF LOS ANGELES on _____, 2009.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By _____
Deputy

CITY OF INDUSTRY

By _____
City Manager

ATTEST:

By _____
City Clerk

By _____
City Attorney

**Exhibit 9-A Disadvantaged Business Enterprise Implementation Agreement for Local
Agencies**

**CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISE
PROGRAM
IMPLEMENTATION AGREEMENT
FOR
LOCAL AGENCIES**

March 4, 2009

CALIFORNIA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS ENTERPRISE IMPLEMENTATION AGREEMENT

For the City/County of _____, hereinafter referred to as "RECIPIENT."

I Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR § 26.5.

II OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, the RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement (hereinafter referred to as Agreement). The RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR, Part 26 requirements.

It is the policy of the RECIPIENT to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in DOT-assisted contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III Nondiscrimination (§26.7)

RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

IV Annual DBE Submittal Form (§26.21)

The RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed *Local Agency DBE Annual Submittal Form* (Exhibit 9-B) by June 1 of each year for the following Federal Fiscal Year (FFY). This form includes an Annual Anticipated DBE Participation Level (AADPL), methodology for establishing the AADPL, the name, phone number, and electronic mailing address of the designated DBELO, and the choice of Prompt Pay Provision to be used by the RECIPIENT for the following FFY.

V Race-Neutral Means of Meeting the Overall Statewide Annual DBE Goal (§26.51)

RECIPIENT must meet the maximum feasible portion of its AADPL by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

VI Race Conscious Means of Meeting the Overall Statewide Annual DBE Goal (§26.51(d))

RECIPIENT must establish contract goals for Underutilized Disadvantaged Business Enterprises (UDBEs) to meet any portion of your AADPL you do not project being able to meet using race-neutral means. UDBEs are limited to these certified DBEs that are owned and controlled by African Americans, Native Americans, Women, and Asian Pacific Americans.

VII Quotas (§26.43)

RECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.

VIII DBE Liaison Officer (DBELO) (§26.25)

RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan, as it pertains to the RECIPIENT, and ensures that the RECIPIENT is fully and properly advised concerning DBE Program Plan matters. [Specify resources available to the DBELO; e.g., the DBELO has a staff of two professional employees assigned to the DBE program on a full-time basis and two support personnel who devote a portion of their time to the program.] The name, address, telephone number, electronic mail address, and an organization chart displaying the DBELO's position in the organization are found in Attachment _____ to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine projected Annual Anticipated DBE Participation Level.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

IX Federal Financial Assistance Agreement Assurance (§26.13)

RECIPIENT will sign the following assurance, applicable to and to be included in all DOT-assisted contracts and their administration, as part of the program supplement agreement for each project.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). [Note – this language is to be used verbatim, as it is stated in §26.13(a).]

X DBE Financial Institutions (§26.27)

It is the policy of the RECIPIENT to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans' Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

XI Directory (§26.31)

RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's website at www.dot.ca.gov/hq/bep.

XII Required Contract Clauses (§§26.13, 26.29)

RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

A. CONTRACT ASSURANCE

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

[Note – This language is to be used verbatim, as is stated in §26.13(b). See Caltrans Sample Boiler Plate Contract Documents on the Internet at www.dot.ca.gov/hq/LocalPrograms under "Publications."]

B. PROMPT PAYMENT

Prompt Progress Payment to Subcontractors

The local agency shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

The local agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including either (1), (2), or (3) of the following provisions [local agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

XIII Local Assistance Procedures Manual

The RECIPIENT will advertise, award and administer DOT-assisted contracts in accordance with the most current published Local Assistance Procedures Manual (LAPM).

XIV Transit Vehicle Manufacturers (§ 26.49)

If FTA-assisted contracts will include transit vehicle procurements, RECIPIENT will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26, Section 49.

XV Bidders List (§26.11(c))

The RECIPIENT will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its DOT-assisted contracts. The bidders list will include the name, address, DBE/nonDBE status, age, and annual gross receipts of the firm.

XVI Reporting to the DLAE

RECIPIENT will promptly submit a copy of the Local Agency Bidder/Proposer-UDBE Commitment (Consultant Contract), (Exhibit 10-O(1) "Local Agency Bidder/Proposer-DBE Commitment (Consultant Contract)") or Exhibit 15-G(1) "Local Agency Bidder-UDBE Commitment (Construction Contract) to the DLAE at the time of award of the consultant or construction contracts.

RECIPIENT will promptly submit a copy of the Local Agency Bidder-DBE Information (Exhibit 15-G(2) "Local Agency Bidder-DBE (Construction Contracts) – Information" or Exhibit 10-O(2) "Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information" of the LAPM) to the DLAE at the time of execution of consultant or construction contract.

RECIPIENT will promptly submit a copy of the Final Utilization of DBE participation to the DLAE using Exhibit 17-F "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" of the LAPM immediately upon completion of the contract for each consultant or construction contract.

XVII Certification (§26.83(a))

RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program will participate as DBEs on DOT-assisted contracts.

XVIII Confidentiality

RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

By _____
(Signature)

Phone Number: _____

(Print Name and Title) ADMINISTERING AGENCY
(Authorized Governing Body Representative)

This California Department of Transportation's Disadvantaged Business Enterprise Program Implementation Agreement is accepted by:

Date: _____

[Signature of DLAE]

[Print Name of DLAE]

Distribution: (1) Original – DLAE
(2) Signed copy by the DLAE – Local Agency

(Updated: March 4, 2009)

March 4, 2009